AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Ammendment; Immunization Funding; CDPHE

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: colorado department of public health and env. and gunnison county

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

*****This is an amended contract to one that was entered into Laser last week****

Fiscal Impact:

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/14/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/21/2019

Revised April 2015

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE(S)

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Drive South** **Denver, CO 80246**	Original Contract Number **19 FHHA 108886**
Contractor: **Board of County Commissioners of Gunnison County** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **For the use and benefit of the** **Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison, Colorado 81230-2333**	Amendment Contract Number **2020*085 Amendment #2**
Contract Performance Beginning Date : **The later of the Effective date or July 1, 2018**	Current Contract Expiration Date : **June 30, 2020**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	19 FHHA 108886	$5,232.00	$14,153.00	$0.00	07/01/2018-06/30/2019	$19,385.00
GFCL #1	19 FHHA 113373	$0.00	$5,333.00	$0.00	09/17/2018-06/30/2019	$5,333.00
Contract Amendment #1	19 FHHA 126956	$4,521.00	$0.00	$0.00	02/11/2019-06/30/2019	$4,521.00
Contract Amendment #2	2020*085 Amendment #2	$5,751.00	$19,312.00	$0.00	07/01/2019-06/30/2020	$25,063.00
					Current Contract Maximum Cumulative Amount	$54,302.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR	**STATE OF COLORADO**
Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	Jared S. Polis, Governor **Colorado Department Of Public Health and Environment** Jill Hunsaker Ryan, MPH Executive Director
_____ _____ By: Print Name & Title Date: _____	_____ By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____

PROGRAM APPROVAL Colorado Department of Public Health and Environment By: _____ Signature of Authorized CDPHE Program Approver Date:_____	In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ David Norris, Controller, CDPHE Amendment Effective Date:_____

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2019**, whichever is later and shall terminate on the termination of the Contract or **June 30, 2020**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce and eliminate vaccine preventable disease in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to renew.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Amendment and all prior amendments thereto, if any, are modified as follows:

i. The Parties now agree to modify Revised Exhibit B of the agreement. Revised Exhibit B is deleted and replaced in its entirety with Exhibit G to renew.

ii. The Parties now agree to modify Exhibit F of the agreement. Exhibit F is deleted and replaced in its entirety with Exhibit H to renew.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT G

STATEMENT OF WORK
To Original Contract Routing Number: 19 FHHA 108886
Contract Amendment Routing Number: 2020*085 Amendment #2

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This project serves to reduce and eliminate vaccine-preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
3. CCR: Code of Colorado Regulations
4. CDC: Centers for Disease Control and Prevention
5. CDPHE: Colorado Department of Public Health and Environment
6. CIB: Colorado Immunization Branch
7. CIIS: Colorado Immunization Information System
8. CIIS reminder/recall: Reminder/recall involves identifying patients who are coming due (reminder) or overdue (recall) for immunizations and contacting them to schedule an appointment.
9. Core immunization services: As defined by the Colorado State Board of Health: assure access to immunizations using established standards, and, in collaboration with CDPHE, monitor community immunization levels.
10. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FQHC: Federally Qualified Health Center
13. Insured: A person who is covered by health insurance.
14. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
15. LPHA: Local Public Health Agency
16. MOU: Memorandum of Understanding
17. RHC: Rural Health Center
18. School: As defined by the Colorado State Board of Health: all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

19. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
20. VFC: Vaccines for Children
21. VPD: Vaccine-preventable disease

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, the Contractor shall provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement immunization services within its jurisdiction.
Sub-Activities #1	1. The Contractor shall maintain inventory of all ACIP-recommended VFC vaccines available through the VFC program for the population served. 2. The Contractor shall screen and vaccinate children eligible for VFC vaccine per ACIP recommendations. 3. The Contractor shall maintain inventory of all ACIP-recommended Section 317 vaccines available through the Section 317 program for the population served. 4. The Contractor shall screen and vaccinate persons eligible for Section 317 vaccine per ACIP recommendations. 5. The Contractor shall maintain inventory of all ACIP-recommended private vaccines for the insured population served. 6. The Contractor shall screen and vaccinate persons eligible for private vaccine per ACIP recommendations. 7. The Contractor shall enter immunization data into CIIS within 14 days of vaccine administration. 8. The Contractor shall review the county level Immunization Rates Report for the following information: a. children 19-35 months of age no later than 30 days after distribution by CIB b. adolescents 13-17 years of age no later than 30 days after distribution by CIB c. compare to the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB 9. The Contractor shall implement a minimum of one (1) evidence based strategy, such as CIIS reminder/recall, to reduce or eliminate coverage disparities by race, ethnicity and socio-economic status. 10. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following: a. consumers

	b. healthcare providers c. staff who administer immunizations d. policy makers 11. The Contractor shall promote vaccine availability services by educating a minimum of one (1) of the following: a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers 12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria: a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. 13. The Contractor shall maintain a deputization MOU with an FQHC/RHC. 14. The Contractor shall deliver information to schools and CCCs about the *Colorado State Board of Health Rule 6 CCR 1009-2* annual reporting requirement. a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. 15. The Contractor shall support a network of VFC providers. a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements. 16. The Contractor shall perform duties as requested by the CIB related to identified immunization needs, and VPD and Hepatitis B case surveillance. a. The Contractor shall promote disease prevention activities among populations experiencing homelessness and other at-risk populations to reduce Hepatitis A and other VPD risk.
Primary Activity #2	The Contractor shall maintain staff immunization expertise.
Sub-Activities #2	1. The Contractor shall participate in the monthly CIB Immunization Update call. 2. If the monthly call is missed, the Contractor shall listen to the audio recording of the call provided by the CIB within 30 days. 3. The Contractor shall attend a minimum of one (1) immunization-related training or conference.

Standards and Requirements	1. The Contractor shall use the final results of the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 2. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the *CIIS Letter of Agreement* found within the online CIIS Resource Center located on the following website, https://www.ciisresources.com. The content of this website is incorporated and made part of this task order by reference. 3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this task order by reference. 4. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located on the following website, https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=7698&fileName=6%20CCR%201009-2. This document establishes immunization standards and is incorporated and made part of this task order by reference. 5. The Contractor shall create a login to access the school and childcare immunization data for their jurisdiction located on the following website, https://www.colorado.gov/pacific/cdphe/school-and-child-care-immunization-data-reporting. The content of this website is incorporated and made part of this task order by reference. 6. The Contractor shall maintain a signed VFC recertification agreement. 7. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB. 8. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email communication. 9. The Contractor shall use a minimum of one (1) evidence based strategy to eliminate coverage disparities by race, ethnicity and socio-economic status located on the following website, www.thecommunityguide.org. The content of this website is incorporated and made part of this task order by reference. 10. The Contractor shall use deputization MOU guidance as provided by CIB via email communication. 11. Contractors that serve as a FQHC or a RHC do not require a deputization MOU. 12. CDPHE will provide programmatic technical assistance upon request.

	13. The Contractor shall complete an electronic quarterly progress report using the *FY20 Immunization Core Services Quarterly Progress Report*, via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY20Core-Progress-Report/index.html. The content of this website is incorporated and made part of this task order by reference. a. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable. 14. The Contractor shall provide signed VFC recertification packet and agreements via the following website: https://fs9.formsite.com/ColoradoIMMprogram/6dttiug6dt/index.html . The content of this website is incorporated and made part of this task order by reference. 15. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.	
Expected Results of Activity(s)	1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are marketed within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.	
Measurement of Expected Results	1. Data contained in Immunization Rates Report 2. Data contained in quarterly progress reports	
		Completion Date
Deliverables	1. The Contractor shall electronically submit signed VFC recertification packet and agreements.	No later than 30 business days following the receipt of the recertification packet
	2. The Contractor shall submit an electronic quarterly progress report using the *FY20 Immunization Core Services Quarterly Progress Report.*	No later than 30 calendar days following the last calendar day of September, December, and March
	3. The Contractor shall submit the final electronic quarterly progress report using the *FY20 Immunization Core Services Quarterly Progress Report.*	No later than 07/15/2020
	4. The Contractor shall submit immunization data to CIIS.	No later than 14 days following vaccine administration

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET

To Original Contact Routing Number: 19 FHHA 108886
Contract Amendment Routing Number: 2020*085 Amendment #2

Immunization Core Service Activities-Gunnison	
Federal (FY20)	
Federal funds	$5,751
State (FY20)	
Tobacco Tax funds	$12,145
MSA funds	$7,167
TOTAL AMOUNT:	$25,063

Colorado Department of Public Health & Environment
Instructions for Contract Processing

Interagency/ Intergovenmental / LPHA

➢ Contract Document

☐ **Print** – 2 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted

☐ **Signatures** - Each of the 2 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

➢ Supporting Documentation

☐ **Vendor Information Form–** Complete entire form, including the DUNS#.

➢ Submission

☐ **Return** 2 original signed contract documents to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment
DCEED
Attn: Deanna J. Butler
4300 Cherry Creek Drive South
Denver, CO 80246-153

➢ Fully Executed Contract

☐ You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

☐ An original fully executed contract will be mailed to you.